

## **Mission Statement**

It is the intent of the parties to set out uniform standard working conditions for the efficient performance of the bored tunnel and related work; herein to establish and maintain harmonious relations between all parties to this Agreement; to secure optimum quality and productivity, and to eliminate strikes, lockouts or delays in the performance of the work undertaken by the Employer.

The parties are committed to providing owners and users the best value for the dollars invested. This commitment includes all contractors, subcontractors and unions who become signatory to this Agreement.

## **COMMUNITY WORKFORCE AGREEMENT for the WSDOT SR 99 BORED TUNNEL ALTERNATIVE DESIGN BUILD PROJECT**

Seattle Tunnel Partners and their subcontractors of every tier who become signatory to this Agreement shall be referred to as the "Employer." The participating unions that become signatory to this Agreement shall be referred to individually as the "Union."

This Agreement shall be effective only on the Washington State Department of Transportation SR 99 Bored Tunnel Alternative Design-Build Project, as is more fully described and intended in the Request For Proposal dated May 26, 2010, and which is incorporated herein by this reference as if fully set forth (hereinafter "the Project").

All construction work performed at temporary facilities, such as fabrication yards and/or assembly plants located at or adjacent to the Project site, which are integrated with and set up for the purpose of only servicing the construction project rather than to serve the public generally is covered by this Agreement.

**ARTICLE 1  
General Provisions**

**Section 1.1—Miscellaneous**

- A. This Agreement shall supersede all other agreements between the parties or between the employers and any local of the Union for any work covered herein. This is a stand-alone Agreement to be applied to the Project.
- B. Wherever the male gender is used in this Agreement it shall be deemed to also apply to the female gender.

**ARTICLE 2  
Labor/Management Cooperation**

**Section 2.1—Labor/Management Relations**

- A. It is the intent of the parties to have Labor/Management cooperation on this Project. To that end the parties agree to support periodic meetings to discuss issues and/or concerns which may arise during the life of the project.
- B. Authorized representatives of the Union shall have access to the Project provided they do not interfere with the work of the employees, and further provided that such representatives comply with the visitor and security rules established for the Project.
- C. Stewards - The Union may, at its option, appoint a working steward for each shift who will be paid at the journeyman wage rate for the job classification in which employed and will be allowed reasonable time to fulfill his responsibilities for the benefit of the parties to this Agreement. Stewards shall be the last employee of each craft's workforce to be laid off provided they can perform the work required by the Employer. Prior notification of any layoff or termination shall be given to the Union. The Union acknowledges and agrees to Employer's reasonable expectation and further the Union will cooperate in supporting the Agreement language that requires stewards to be working journeymen, and the Employer will in turn allow reasonable time to fulfill their union obligations.
- D. Pre-job Conference – A pre-job conference will be held with the unions prior to each contractor beginning work and will address, but not limited to, the following subjects: manning, assignment of work, subcontracting, composite crews, and portability of key personnel.

**ARTICLE 3  
Project Conditions**

**Section 3.1—Project Addendum**

Addenda to this Agreement which are required to place the Employer in a more competitive position may be established by agreement between the signatory Union and the contractor. Such addendum shall be reduced to writing and shall be attached hereto and made part of the Agreement for the Project.

**Section 3.2—Project Rules**

- A. Employment begins and ends at each project site.

B. Employees shall be at their place of work at the designated starting time and shall remain at their place during working hours until the designated quitting time. Parking will be available to Employees within a three (3) mile radius of the Project at a location designated by the Employer. Transportation will be provided by the Employer to and from the designated parking location and Project. Employees shall have the opportunity to leave their place of work 15 minutes before end of shift for travel. No other travel time or alternate parking reimbursement shall be paid by the Employer.

C. In accordance with the requirements of the Occupational Safety and Health Act, as amended, it shall be the exclusive responsibility of the Employer to ensure the safety and health of its employees, and employee compliance with any safety rules contained herein or established by the Employer. Nothing in this Agreement will make the Union liable to any employees or any other persons in the event that injury or accident occurs.

D. The Employer shall establish such reasonable project safety and work rules as appropriate. These rules will be provided to the Union and posted at the project site and may be amended by the Employer thereafter as necessary. The Union shall be notified of such amendments. Such rules shall be uniformly enforced.

E. The Employer and the Union agree that chronic and/or unexcused absenteeism is undesirable and must be controlled. Employees that develop such a record of absenteeism may be terminated and may be eligible for rehire on the Project by mutual agreement between the Union and the Employer. The Employer shall notify the Union in writing of such termination.

F. Security procedures for the control of tools, equipment and materials shall be the responsibility of the Employer. The Employer may designate and operate centrally controlled tool rooms, warehouses, and storage areas. All employees will comply with the security procedures established by the Employer.

G. Seniority shall not be recognized or applied to employees working on this Project.

### **Section 3.3—Safety Measures**

The Employer and the employee will conform to all Federal and State health and safety regulations applicable to work covered by this Agreement and shall have adequate shelters available where necessary, with heat, where the employees can change and dry their clothes and store their tools. The Employer shall provide at all times during this project sanitary facilities consisting of a reasonable number of toilets and urinals. Fresh drinking water will be available to employees. The Employer will furnish all welding, safety and protective equipment required; including, but not limited to, leathers, hard hats, eye protection, ear protection, respirators, safety belts and lanyards, reflective vests, flagging signs and paddles.

### **Section 3.4—Work Stoppages and Lockouts**

A. During the term of this Agreement and except as specifically provided herein, there shall be no strikes, picketing, work stoppages, slow-downs or other disruptive activity for any reason by the Union or by any employee, and there shall be no lockout by the Employer.

B. The Union shall not sanction aid or abet, encourage or continue any work stoppage, strike, picketing or other disruptive activity at any Employer's project site covered under this Agreement and shall undertake all reasonable means to prevent or to terminate any such activity. No employee shall engage in activities which violate this Section. Any employee who participates in or encourages any activities which interfere with the normal operation of the Project shall be subject to disciplinary action, including discharge. The Union shall not be liable for acts of employees for which it has no responsibility.

C. If the Union is unable to provide qualified replacements for those employees who are in violation of this Section by the beginning of the next shift, the Employer is free to hire from any source.

D. The International Union will immediately instruct, order and use its best efforts to cause the Local Union or Unions to cease any violations of this Section. An International Union complying with this obligation shall not be liable for unauthorized acts of its Local Union.

E. Any party to this Agreement may institute the following binding arbitration procedure when a breach of this Section is alleged. In the event a party institutes this procedure, arbitration shall be mandatory.

The party invoking this procedure shall immediately notify \_\_\_\_\_, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable at any time, the alternate permanent Arbitrator, \_\_\_\_\_, shall be immediately contacted. Notice to the Arbitrator shall be by the most expeditious means available, with notice by email, facsimile or similar means to the party alleged to be in violation and the involved Union General President.

[permanent arbitrator]'s address, phone number and fax number, are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

[alternate permanent arbitrator]'s address, phone number and fax number are:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Upon receipt of said notice the Arbitrator named above or the alternate shall designate a place for, schedule and hold a hearing within twenty-four (24) hours.

The Arbitrator shall notify the parties by email, facsimile or similar means of the place and time chosen for the session. A failure of any party or parties to attend said hearing shall not delay the hearing of evidence or issuance of an award by the Arbitrator.

The sole issue at the hearing shall be whether or not a violation of this Section has in fact occurred, and the Arbitrator shall have no authority to consider any matter in justification, explanation or mitigation of such violation or to award damages, which issue is reserved for court or other arbitration proceedings, if any. The award shall be issued in writing within three (3) hours after the close of the hearing and may be issued without a written opinion. If any party desires a written opinion, one shall be issued within fifteen (15) days, but its issuance shall not delay compliance with, or enforcement of, the award. The Arbitrator shall order cessation of the violation of this Section and other appropriate relief, and such award shall be served on all parties by hand or registered mail upon issuance.

The award shall be final, binding and non-reviewable as to the merits, and may be enforced by any court of competent jurisdiction, upon the filing of this Agreement and all other relevant documents referred to hereinabove in the following manner. Email, facsimile or similar notice of the filing of such enforcement proceedings shall be given to the other party. In the proceeding to obtain a temporary order enforcing the Arbitrator's award as issued under this Section, all parties waive the right to a hearing and agree that such proceedings may be ex parte. Such agreement does not waive any party's right to participate in a hearing for a final order of enforcement. The Court's order or orders enforcing the Arbitrator's award shall be served on all parties by hand or by delivery to their last known address or by registered mail.



Any rights created by statute or law governing arbitration or injunction proceedings inconsistent with the above procedure, or which interfere with compliance therewith, are hereby waived by the parties to whom they accrued.

The costs of the arbitration, including the fee and expenses of the Arbitrator, shall be divided equally between the parties to the arbitration.

The procedures contained in this Section shall be applicable only to alleged violations of this Section. Discharge or discipline of employees for violation of this Article shall be subject to the grievance and arbitration procedures of Section 6.1.

### **Section 3.5—Equal Employment Opportunity**

It is agreed that affirmative action shall be taken to afford equal employment opportunity to all qualified persons without regard to race, religion, creed, color, age, sex, or national origin, physical or mental disability, marital status, disabled veterans, Vietnam-era veterans or any other reasons prohibited by law. This shall be applicable to all matters relating to hiring, training, promotion, transfer or termination of employees. Furthermore, the parties agree to cooperate to the fullest extent with the intent and purpose of the applicable regulation of the Civil Rights Act of 1964 and 1991 and Executive Order No. 11246 as amended by Executive order No. 11375 and any applicable State or local government requirements and owner contract requirements.

### **Section 3.6—Substance Abuse Programs**

A. The parties to this Agreement do hereby recognize the need to provide a drug-free and alcohol-free workplace.

B. In order to produce as safe a workplace as possible, it is understood and agreed that the parties abide by the rules and provisions of a mutually agreed upon substance abuse program which may include the following types of testing: pre-employment, reasonable suspicion, post incident, and random where allowed by law. The parties to this Agreement agree to comply with a mutually agreed upon, third party administered, substance abuse program which includes independent testing and medical review officer, or any program mandated by the owner of the project. Further the Employer may utilize a third party administered "quick testing" procedure as an initial screening of employees. All "quick test" positives will be subject to full testing procedures to verify the positive results.

C. Any disputes under this Article shall be subject to the grievance procedure. Section 6.1

### **Section 3.7—Intent of the Parties**

A. It is intended that this Agreement shall not violate any applicable Federal or state law, including prevailing wage laws, but if any condition is held to violate any law, that portion of the Agreement shall be considered null and void, but the remainder of the Agreement shall continue in full force and effect.

B. The parties agree that the total results of their understanding are embodied in this Agreement, including addenda, and no party is required to render any performance or recognize any practice not set forth herein.

C. This Project Labor Agreement (including its signatory Union local collective bargaining agreements in effect on NTP2) shall apply to all covered Project work, notwithstanding the provisions of any other local, area and/or national agreements which may conflict with or differ from the terms of this Agreement. The local collective bargaining agreements in effect on NTP2 shall apply for the life of the Project. Notwithstanding the foregoing, the Elevator Constructors' National Agreement shall be applied to work falling within the jurisdiction of the Elevator Constructors, except that Article 3, Section 3.4; Article 6, Section 6.1; and Article 6, Section 6.2 of this Agreement shall prevail and be applied to such work. The local collective bargaining agreements to this Agreement do not constitute the endorsement of any claim of jurisdiction over work, which claim must be

resolved under the provisions of this Agreement. Nor do the local collective bargaining agreements constitute endorsement of any claim that a particular prevailing rate of wage or scope of work applies to Project work. Where a subject is covered by the provisions of this Agreement, this Agreement shall prevail over the terms in a local collective bargaining agreement relating to the same subject. Where this Agreement does not address a subject that is addressed in a local collective bargaining agreement, the relevant terms in the local collective bargaining agreement shall apply for work covered by such agreement. Furthermore, when an issue is resolved under the terms of a particular collective bargaining agreement, members of other trades not covered by that particular collective bargaining agreement shall not achieve a similar result by way of "Parity", "Most Favored Nations", or "Me Too" agreements or clauses in their own collective bargaining agreement or the collective bargaining agreement used to resolve the issue. Collective bargaining agreements open for negotiations prior to NTP2 shall not contain newly negotiated provisions detrimental to the Project.

D. No Employer shall be required to sign any other agreement with any signatory Union as a condition of performing work within the scope of this Agreement.

E. The signatory Union agrees that it will not support in any manner any Union which refuses or fails to become signatory to this Agreement, nor will they request an Employer to use an unsigned Union on any project.

### **Section 3.8—Subcontracting**

A. Any employer bidding as a general contractor shall notify any potential subcontractor of the existence of the terms and conditions of this Agreement.

B. In the event the Employer subcontracts out any work covered by this Agreement, such subcontractors, at all tiers, shall become signatory to this Agreement, prior to beginning work on the Project.

C. Whenever the Employer is obligated to satisfy DBE participation requirements the Union whose work is involved and the Employer, by mutual agreement, may waive Section 3.8 (B) in the event the Employer is unable to find qualified, and competitive DBE subcontractors.

D. When potential union subcontractors are not available in the locality of the jobsite to perform the work and the Employer receives no competitive bids, by mutual agreement, the Union whose work is involved and the Employer may waive Section 3.8 (B).

E. WSDOT, the Employer and the Unions shall commit to joint outreach efforts to DBE subcontractors and other DBE community groups throughout the Seattle Area to promote DBE work opportunities available on the WSDOT SR 99 Bored Tunnel Alternative Design Build Project.

## **ARTICLE 4 Wage Rates and Fringe Benefits**

### **Section 4.1—Wage Rates and Fringe Benefits**

A. The Employer recognizes the applicable Federal and/or State Prevailing Wage Rates in effect at the time the project is bid. Further, the Employer will recognize all changes of wages and fringes on the effective date of the individual collective bargaining agreements, including foreman and general foreman scales. Wage rates become effective the first full payroll period following the effective date. Wages shall be paid weekly on an established pay day before quitting time. Employees being discharged shall be paid at the time of dismissal. Employees who quit shall be paid on the next regular pay day by mail to their last known address unless such employees give adequate notice to do otherwise.

B. The work week for payroll purposes will begin with the first or day shift on Monday morning and end on the following Monday morning (the work week for any particular project may be modified by mutual consent). Employees shall be paid on Friday before quitting time for all work performed during the preceding work week. Any employee desiring to leave the job before the end of the work day on Friday without prior approval will wait until the next work day to be paid. In the event of nonpayment of wages, the Union may take any appropriate action it deems necessary and the Union will not be considered in violation of Article 3 Section 3.4 should a work stoppage occur.

C. The Employer will be furnished appropriate trust documents by the Union covering funds into which contributions shall be made. The Employer will contribute to, and hereby becomes party to and is bound by bona fide pension, vacation, health and welfare, apprenticeship and training funds covering employees under this Agreement. Industry Advancement or Promotion Funds called for in local labor agreements may be paid at the discretion of the Employer.

D. If payment for contributions as defined above are not received by the fund offices by the date prescribed by the appropriate trust funds for hours worked the previous month, the Health and Welfare Fund office or Pension Fund office will notify the Employer of such delinquency. If after five (5) working days from such notice, all delinquencies have not been paid in full, it is agreed that the Union may take any appropriate action it deems necessary in order to collect such delinquent contributions, and the Union will not be considered in violation of Article 3 Section 3.4 of this Agreement should a work stoppage occur. The provisions of this section shall not be applicable to any disputes covered by Article 6 Section 6.2 (Jurisdictional Disputes) or Article 6 Section 6.1 (Grievance Procedure) of this Agreement. In the event that a suit is instituted either by the Union or Trustees of said funds, the delinquent Employer shall be obligated to pay all costs of collection, including reasonable attorney's fees and court costs, in addition to any penalties, late payment charges, or liquidated damages provided for in the applicable trust agreement.

#### **Section 4.2—Hours of Work, Overtime and Shifts**

A. Hours of Work - The standard work day shall consist of eight (8) hours of work scheduled between 6 a.m. and 6 p.m. with one-half hour designated as an unpaid period for lunch. The starting time may be different (staggered) on a crew basis. The standard work week shall be five (5) days of work, Monday through Friday. Nothing herein shall be construed as guaranteeing any employee eight (8) hours of work per day or forty (40) hours of work per week.

B. Overtime - All hours worked in excess of eight (8) hours per day, forty (40) hours per week, or outside of regular shift, Monday through Friday and Saturday shall be paid at the rate of time and one-half the regular hourly rate, except as provided elsewhere in this Agreement. All work performed on Sundays and holidays shall be paid at the rate of two (2) times the regular hourly rate, except as provided elsewhere in this Agreement. There shall be no pyramiding of overtime pay. All overtime shall be in compliance with applicable State and Federal prevailing wage requirements.

C. Shifts - Shifts may be established for some or all crews when considered necessary by the Employer. When three (3) shifts are worked, the first, or day shift shall be established on an eight (8) hour basis, the second shift shall be established on a seven and one-half (7 ½) hour basis and the third shift shall be established on a seven (7) hour basis. The pay for the second and third shifts shall be the equivalent of eight (8) hours pay at the employee's regular hourly rate. When shift work is established, it must continue for a minimum of three (3) consecutive days. If only two shifts are to be worked, each shift will work eight (8) hours for eight (8) hours pay. There shall be no split shifts. Shifts may be staggered on a crew basis. Other shift provisions may be established on a pre-bid basis by mutual consent of the parties.

D. Four-Tens - The Employer may, at its option, schedule the work for four (4) ten (10) hour days scheduled start times between 6 a.m. and 6 p.m., with Friday as a make-up day for inclement weather only. On this schedule, all hours worked in excess of ten (10) hours per day and forty (40) hours per week shall be paid

at the rate of time-and-one-half the regular hourly rate. Prior to implementation, the Employer must notify the Union within forty-eight (48) hours.

E. Holiday Week: In the event that a holiday is celebrated during the week (Monday through Friday), the remaining four days of the week may be worked as a four ten shift at the straight time rate.

F. Meal Period - A regular uninterrupted lunch period of not less than one-half ( $\frac{1}{2}$ ) hour or more than one (1) hour shall be established within one (1) hour of mid-shift but in no event longer than five (5) hours from the beginning of the shift. If an employee is required to work more than five (5) hours from the beginning of the shift without an uninterrupted lunch period, he/she shall be paid one-half ( $\frac{1}{2}$ ) hour at the applicable overtime rate and in addition be given adequate time to eat his/her lunch. If the employee is not given a minimum of an uninterrupted  $\frac{1}{2}$  hour to eat, he/she shall then receive an additional one-half ( $\frac{1}{2}$ ) hour at the applicable overtime rate.

If the employee is not given sufficient time to eat his/her lunch during his/her regular shift, an additional one-half ( $\frac{1}{2}$ ) hour shall be paid if required to work longer than ten (10) hours.

The employee's meal periods may be staggered on an individual basis.

Employees will be expected to take their meal at their work location. Adequate sanitary and restroom facilities will be provided at the work location to allow the employees to wash-up before and after their meal. The Employer shall furnish warm, dry, lighted rooms of ample size equipped with heat for drying clothes and with benches and tables for use during meal periods. These are to be situated close to the site of the work and shall not be used for storage of materials or equipment.

#### **Section 4.3—Reporting Pay**

Any employee who reports for work and for whom no work is provided shall receive two (2) hours pay provided the employee remains available for work. Any employee who reports for work and for whom work is provided shall be paid for actual time worked but not less than four (4) hours provided the employee remains available for work. If the job is shut down because of weather, employees shall be paid for actual time worked but not less than two (2) hours. Procedures for prior notification of work cancellation shall be determined at the pre-job conference.

#### **Section 4.4—Make-Up Day**

A. In the event the contractor is unable to work forty (40) hours in any work week due to inclement weather, Saturday may be used as a voluntary make-up day.

B. All make-up hours worked on Saturday (up to 40 hours) shall be paid at the straight time rate of pay. When a make-up day is implemented it must be scheduled for a minimum of eight (8) hours. The make-up day may not be utilized on an individual employee basis or to make up holidays. Make-up days may be implemented on a pre-established crew-by-crew basis.

C. Employees, who agree to work a make-up day but fail to report to work on a scheduled make-up day, may be subject to discharge in accordance with Article 3, Section 3.2 (E) of this Agreement.

#### **Section 4.5—Union Security**

All employees who are members of the Union on the effective date of this Agreement shall, as a condition of employment, maintain their membership in the Union. All employees who are not members of the Union, and all employees who are hired thereafter, shall become and remain members of the Union as a condition of employment not later than the eighth (8th) day following the beginning of their employment, or the effective date of this Agreement, whichever is the later. Failure of any employee to comply with the provisions of this



section shall, upon the written request of the Union, result in the termination of such employee. The Employer shall not be required to terminate any employee for non-membership in the Union, (a) if it has reasonable grounds for believing that such membership was not available to the employee on the same terms and conditions generally applicable to other members, or (b) if it has reasonable grounds for believing that membership was denied or terminated for reasons other than failure of the employee to tender the periodic dues and initiation fees uniformly required as a condition of acquiring or retaining membership. Neither the Union nor the employee shall hold the Employer liable for complying with the Union's request in this matter.

**Section 4.6—Check-Off**

The Employer shall honor Union dues and initiation fees check-off pursuant to receipt of properly authorized dues deduction cards signed by its employees, along with other lawful authorizations from employees providing for deductions from wages.

**Section 4.7—Apprentices**

A. Recognizing the need to maintain continuing support of programs designed to develop adequate numbers of competent workers in the construction industry, the Employer will employ registered apprentices in the Union.

B. The parties agree to set a minimum of State Apprenticeship Council (SAC) Apprenticeship Goals of fifteen percent (15%) of all craft hours and should be established in line with Local Standards.

C. Helmets to Hardhats

1. The parties agree to facilitate the entry into the building and construction trades veterans who are interested in careers in the industry. The parties agree to utilize the services of the Center for Military Recruitment, Assessment and Veteran Employment (hereinafter "Center") and the Center's Helmets to Hardhats" program to serve as a resource for preliminary orientation, assessment of construction aptitude, referral to apprenticeship programs or hiring halls, counseling and mentoring, support network, employment opportunities and other needs as identified by the parties.

2. The parties agree to coordinate with the Center to create and maintain an integrated database of veterans interested in working on this Project and of apprenticeship and employment opportunities for this Project. To the extent permitted by law, the Unions will give credit to such veterans for bona fide, provable past experience.

**Section 4.8—Holidays**

A. Recognized holidays shall be as follows: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas Day. In the event a holiday falls on Sunday, the following day, Monday, shall be observed as such holiday. Monday holidays shall be honored in keeping with Federal law. There shall be no paid holidays. If employees are required to work on a holiday as observed, they shall receive double the straight time rate of pay, except as provided elsewhere in this Agreement.

**ARTICLE 5  
Management Rights**

**Section 5.1—Management Rights**

A. The Employer retains and shall exercise full and exclusive authority and responsibility for the management of its operations.



B. The Employer will be the judge in determining the competency and qualifications of applicants and employees with the right to hire, reject, or terminate for just cause and will be responsible for determining a fair day's work for employees covered by this Agreement.

C. Equipment Manning Requirements. The Employer intends to determine the number of employees required to perform the specific work activity, including the manning requirements and operation of equipment and vehicle. The Employer may also require operators and drivers to be moved from one piece of equipment or vehicle to another, as job conditions require. The Employer will in turn recognize the appropriate rate of pay for employees who are required to operate multiple equipment or vehicles during the same workday.

D. The selection of master mechanics, general foremen and foremen shall be entirely the responsibility of the Employer. Master mechanics, general foremen and foremen who have been in the employ of the Employer for one year or more, may be transferred from project-to-project. The transfer of other key personnel shall be determined at the pre-job conference.

E. This Agreement shall not apply to work of superintendents, supervisors (non trade working), staff engineers or designers; quality control and quality assurance personnel; timekeepers; clerks; office workers, including messengers, guards, safety personnel, emergency medical and first aid technicians; and other professional, engineering, administrative, environmental compliance employees (non trade working), and other non-construction trade labor which may be identified during the course of the Project, including but not limited to:

Furniture, fixture and equipment installers retained by the Owner to be performed after Signatory Employers have completed construction related work and or contract completion date.

Employers and their Employees directly controlled by the Owner.

Employees engaged in any work performed on or near, or leading to or into, the Project site by state, county, city or other governmental bodies, their other retained contractors, or by public utilities or their contractors, or by other public agencies or their contractors.

Employees engaged in warranty functions and warranty work, and on-site supervision of such work.

Off site Vendors and manufacturers and delivery of their products to the project site.

### **Section 5.2—Selection of Employees**

A. The greatest advantage in working with the Union is the ability of the Employer to acquire an immediate and continuous source of skilled applicants. Within the Union there exists the capability to activate a recruiting network throughout the United States to ensure a steady flow of skilled applicants to meet project schedules.

B. The Employer shall request and the Union shall refer applicants for the various journeymen and apprentice classifications covered by this Agreement as required by the Employer on its projects.

C. The Union represents that its local unions administer and control their referrals in a nondiscriminatory manner and in full compliance with Federal, state and local laws and regulations which require equal employment opportunities and non-discrimination.

D. The Union will exert its utmost effort to recruit sufficient numbers of skilled applicants to fulfill the workforce requirements of the Employers. In the event the referral facilities maintained by the Union does not refer the required number of qualified applicants requested by the Employer within a forty-eight (48) hour period after such request is made (Saturdays, Sundays, and holidays excepted), the Employer may withdraw the request and employ applicants from other sources.

E. In the event the local unions fail to refer a sufficient number of skilled applicants in accordance with Section D and Section F of this Article, the Employer may request assistance from the respective International Union, which shall then recruit applicants from other local unions or other sources in an effort to meet the workforce requirements of the Employer.

F. The Union agrees to engage in active recruitment of minority and female applicants and to make every effort to refer to the Employer sufficient numbers of minority and female applicants to assist in meeting required employment goals.

G. When the Employer does not fill master mechanic, general foremen, foremen and key personnel positions in accordance with Article 5, Section 5.1 (D) and must recruit, it is understood that the Employer will meet and consult with the Union and give primary consideration to qualified individuals available in the local area. After giving such consideration, the Employer may select such individuals from other areas.

### **Section 5.3—Portability of Employees**

A. It is the intent of the parties to promote the use of locally available, and skilled craft labor provided through the local collective bargaining agreement.

B. The Employer, by mutual agreement with the respective Union, may transfer construction employees represented by the signatory Local Unions to this Project to meet manning requirements of the job.

### **Section 5.4—Composite Crews**

The Employer shall assign work on the basis of traditional work jurisdictional lines. However it is understood that the Employer may use composite crews for certain work activities to achieve efficient production. The make-up of these composite crews shall reflect the percent of work traditionally done by each craft. When such circumstances exist, the Employer shall, at a pre-job conference, or prior to implementation, discuss the work involved and the make-up of the crews. In the performance of such work, all employees will perform the work they are assigned.

## **ARTICLE 6 Dispute Resolution**

### **Section 6.1—Grievance Procedure**

A. Any dispute alleging a violation of this Agreement (excluding jurisdictional disputes) shall be resolved in accordance with the procedures set forth herein. Jurisdictional disputes shall be resolved in accordance with Section 6.2 of this Article. No grievance shall be recognized unless called to the attention of the Employer by the Union, or to the Union by the Employer within seven (7) calendar days after the alleged violation was committed.

Step 1. The dispute shall be referred to the business representative of the Union involved or his designated representative and the Project superintendent and/or the Employer's representative at the construction project.

Step 2. In the event the dispute is not resolved as in Step 1 above, it shall be reduced to writing and referred to the International Representative(s) of the Union(s) involved and the Employer's representative within seven (7) calendar days for resolution.

Step 3. (a) In the event the dispute is not resolved in Step 2 above, the parties shall submit the dispute to \_\_\_\_\_, who the parties agree shall be the permanent Arbitrator under this procedure. In the event that the permanent Arbitrator is unavailable, the alternate permanent Arbitrator, \_\_\_\_\_, shall serve

as the Arbitrator to resolve the dispute. The expenses of employing the arbitrator shall be borne equally by both parties and each shall be responsible for their own attorney fees and costs. The Arbitrator shall coordinate with all parties in scheduling a mutually acceptable time and place for the hearing within a reasonable time period.

(b) The Arbitrator will issue his decision within thirty (30) calendar days from the conclusion of the hearing. The decision of the Arbitrator shall be final and binding on the parties. The Arbitrator shall have no authority to change, amend, add to, or detract from any of the provisions of this Agreement. The decision of the Arbitrator shall only apply to the Project and shall not have precedent value beyond the Project.

B. The time limits specified in the grievance procedure may be extended by mutual agreement of the parties.

### **Section 6.2—Jurisdictional Disputes**

A. The Employer shall assign work on the basis of traditional craft jurisdictional lines. Jurisdictional assignments shall be made on the basis of agreements of record, established trade agreements and prevailing area practices.

B. All questions, complaints or disputes dealing with craft jurisdiction shall be referred to the business representatives of the local Unions involved in the jurisdictional disputes and to the Employer's authorized representative, who shall then meet at a location acceptable to all parties.

C. Jurisdictional disputes between the Unions party to this Agreement, which cannot be resolved at the local level, shall be settled and adjusted according to the Plan for Settlement of Jurisdictional Disputes in the Construction Industry. Decisions rendered shall be final and binding and conclusive on the Employer and the Unions party to this Agreement.

D. All jurisdictional disputes shall be resolved without occurrence of any strike, work stoppage, or slow-down of any nature, and the Employer's assignment shall be adhered to until the dispute is resolved. Individuals violating this section shall be subject to immediate discharge.

## **ARTICLE 7 Tunnel Provisions**

Except as noted below, the terms, conditions of employment, wage rates and fringe benefits of the PLA apply to tunnel work.

### **Change House**

The individual employer shall establish and maintain a change house within a reasonable distance of each portal, adit or shaft which shall include separate shower rooms, toilet facilities, lockers and heating; and drying facilities for both men and women workers in sufficient numbers to support the amount of workers in each crew.

### **Bull Gangs**

When required to support tunnel construction operations, special shifts may be established by the Contractor for tunnel "Bull Gangs". The Contractor will provide adequate notice to the Committee as well as the employees when a special shift is required for "Bull Gang" work.

## **Lunch Provisions**

**Section 7.1** – Employees shall not be required to work more than (5) five hours from the start of the shift without at least a one-half (½) hour uninterrupted break for lunch. This lunch break shall not begin earlier than three and one-half (3 ½) after the start of shift. If they are required to work past five (5) hours, one-half (½) hour at the applicable overtime rate shall be added to the hours worked and they must then be allowed to eat their lunch. If not allowed to eat lunch, employees will be paid an additional one-half (½) hour of overtime.

**Section 7.2** – Employees required to work more than two (2) hours after the end of the regular shift shall be allowed at least one-half (½) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch by the employer. If not given the one-half (½) hour meal period, one-half (½) hour at the applicable overtime rate shall be added to the hours worked.

**Section 7.3** – Employees required to work more than five (5) hours after the end of the regular shift shall be allowed at least one-half (½) hour meal period which shall be considered as time worked, and if it is impractical for the employees to leave the job, they shall be provided a lunch by the employer. If not given the one-half (½) hour meal period, one-half (½) hour at the applicable overtime rate shall be added to the hours worked.

**Section 7.4** – In the event the employer establishes a ten (10) hour day, the first lunch shall be at mid shift. Employees' lunch period may be staggered during the period of three and one-half (3 ½) to five (5) hours from the start of shift to cover necessary work of a continuous nature.

**Section 7.5** – For the purpose of these Tunnel Provisions, the applicable overtime rate following a delayed, missed or interrupted meal, as noted above shall be as follows:

- A. In the event the rate of pay is straight time, the applicable rate will be one and one-half (1 ½) times the straight rate of pay.
- B. In the event the rate of pay is time one one-half (1 ½), the applicable rate of pay is two (2) times the straight time rate of pay.
- C. In the event the rate of pay is double time, the applicable overtime rate will be two and one-half (2 ½) times the straight time rate of pay.

## **Starting Times-Portal to Portal**

### **Section 7.6**

- A. Employees working within a tunnel shall have their start time at the portal of the tunnel, at which he/she is directed by the Contractor or their Sub-Contractor to report for work on his/her shift and shall end at such portal.
- B. Employees working within a shaft shall have their time start and end at the collar of the shaft.

## **Rubber Boots, Rain Gear and Gloves**

### **Section 7.7**

- A. Rubber boots, rain gear and gloves shall be provided by the Employer.

## **ARTICLE 8 Duration of Agreement**

### **Section 8.1—Term of Agreement**

This Agreement including its addenda shall be effective this \_\_\_\_\_ day of \_\_\_\_\_ 2010 and shall continue in effect for the duration of the Project. Changes in the agreement may be made at any time by the mutual consent of the parties.

## **Section 8.2—Parties to the Agreement**

The Parties to this Agreement are the signatory Unions, Seattle Tunnel Partners, and the individual companies who become signatory.

It is further agreed that the liability of the Employer(s) and the signatory individual Unions and/or the parties that become signatory to the Agreement shall be several and not joint.

### **ACCEPTANCE OF AGREEMENT**

This Agreement, including the Addendum becomes effective upon the signing of this Agreement between the Employer and the Union and only for this Project.



<b>SUBJECT</b>	<b>Article (Section)</b>	<b>Page</b>
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**ADDENDUM TO THE COMMUNITY WORKFORCE AGREEMENT**  
**for the**  
**WSDOT SR 99 BORED TUNNEL ALTERNATIVE**  
**DESIGN BUILD PROJECT**

In accordance with Article 3 Section 3.1, Project Addendum, of the Community Workforce Agreement for the WSDOT SR 99 BORED TUNNEL ALTERNATIVE DESIGN BUILD Project Agreement, including this addendum, is hereby applied to cover the SR 99 Bored Tunnel and related work, which envisions project work to be conducted in King County, State of Washington. The Agreement shall apply to all onsite work performed on the Project. This Agreement shall apply to all construction work performed at temporary facilities, such as fabrication yards and/or assembly plants located at or adjacent to the Project site, which are integrated with and set up for the purpose of only servicing the construction project rather than to serve the public generally is covered by this Agreement.

The Employer is currently preparing a bid for the design, procurement and construction of SR 99 Bored Tunnel Alternative Design Build Project in King County, Washington. In support of the bid preparation and to provide responses to Section 1.5.9 of the Instructions to Proposers regarding "Employment" which is as follows:

**1.5.9 EMPLOYMENT PLAN**

Submit a narrative that addresses the proposer's intent on how to recruit, train and hire a qualified workforce for the duration of the project. The plan should, at a minimum include the following:

- Assessment and use of locally available skilled and craft labor
- Plans to import skilled and craft labor from outside Central Puget Sound Area.
- Anticipated training programs to be utilized prior to and during construction
- Use or implementation of a project labor agreement
- Strategy for avoiding work stoppages as the result of labor disputes

The Union acknowledges and recognizes the Employer's requirement that it submit a plan to the WSDOT which satisfactorily addresses these various elements. It is the mutual intent of the Employer and the Union that the Employer may submit this Agreement as part of its proposal, in which case, the Agreement is intended to objectively demonstrate the parties' collaborative efforts at assisting the Employer to formulate a responsive and acceptable plan.

The Employer and the Union acknowledge and agree that the Employer may not be the successful bidder on the Project, in which case the Agreement shall be automatically null and void. However, should the Employer be the successful bidder on the Project then the Employer and Union acknowledge and agree that the Agreement, as modified by this addendum shall remain in full force and effect for the duration of the Project.

The following language is intended to clarify and modify several issues contained in the Agreement. These issues are as follows:

- Cement Masons Provisions
- 1. Cement Mason Provisions**

Because of the unique nature of the Cement Mason work, the following provisions have been included for application to Cement Mason only:

A. Start of Pour: The Cement Mason crew must be on the job at the start of the shift in which finishing will be required and assist with the pour on slab work or work preparatory to concrete finishing coming within the jurisdiction of the Cement Masons.

B. Multiple Shift Operation: There will be no shift operation on slab work except by mutual agreement. Shifts may be established when considered necessary by the Employer.

C. Shifts and Hours of Work: If a four/ten (10) hour shift is established at the straight time rate, any Cement Mason dispatched for a one day pour will be paid at the eight (8) hour straight time plus (2) hours overtime rate.

D. Reporting and Minimum Hours Pay.

1. Cement Masons reporting for work and not put to work shall receive two (2) hours pay at the regular straight time rate unless notified not to report at the end of the previous shift or two (2) hours prior to the start of a shift. It is understood that it shall be the responsibility of the Employer to secure from each new employee a telephone number by which he can be contacted.

2. When the shift is started, the half shift shall be allowed. If the second half is started, then a whole shift shall be allowed, unless an employee leaves of his own volition or is discharged for cause. In such event, he shall be paid for actual time worked.

SIGNATURE PAGES

EMPLOYER:

Company: Seattle Tunnel Partners

Signature: \_\_\_\_\_

Name: ANTONIO NIEVAS

Title: E.V.P. DUSA

Date: 10/26/10

Company: Seattle Tunnel Partners

Signature: \_\_\_\_\_

Name: JAMES FROST

Title: EVP TPC

Date: 11/26/10

UNION:

Seattle/King County Bldg. Trades Council

Signature: \_\_\_\_\_

Name: Lee J. Newgent

Title: Executive Secretary

Date: 10/25/2010

NW National Construction Alliance II

Signature: \_\_\_\_\_

Name: John Little

Title: Officer

Date: 10/25/2010

Washington State Bldg. Trades Council

Signature: \_\_\_\_\_

Name: David Johnson

Title: Executive Secretary

Date: \_\_\_\_\_

Heat & Frost Insulators & Allied Workers Local 7

Signature: \_\_\_\_\_

Name: MONTY ANDERSON

Title: Business Manager

Date: 11-5-10

Boilermakers Local 502

Signature: Randy Robbins

Name: Randy Robbins

Title: Business Manager

Date: 11/17/10

IBEW Local 46

Signature: V. Hamilton

Name: VIRLIL HAMILTON

Title: BUSINESS MANAGER

Date: 11-19-10

Bricklayers Local 1

Signature: Dennis Becker

Name: Dennis Becker

Title: President

Date: 11-19-10

Elevator Constructors Local 19

Signature: Charles Val

Name: Charles Val

Title: Business Manager

Date: 11/29/10

Cement Masons & Plasterers Local 528

Signature: John Kearns

Name: John Kearns

Title: Business Manager

Date: 11/1/2010

Iron Workers Local 86

Signature: Steve Penelergass

Name: Steve Penelergass

Title: Business Manager

Date: 11-16-2010



Laborers Local 242

Signature: Dale Cannon

Name: Dale W. Cannon

Title: Business Manager

Date: 11-24-10

Operating Engineers Local 302

Signature: Eric Bellamy

Name: ERIC BELLAMY

Title: Field Representative

Date: 10/25/2010

Laborers (Street Pavers) Local 440

Signature: J. Kim Williams

Name: J. Kim Williams

Title: BUSINESS MANAGER

Date: 10-28-10

PNW Regional Council of Carpenters

Signature: Ed Trezzenberg

Name: Ed Trezzenberg

Title: Contract Administrator

Date: 10/25/10

IUPAT District Council 5

Signature: Denis Sullivan

Name: Denis Sullivan

Title: Bm/ST

Date: 10/25/10

UA Plumbers & Pipefitters Local 32

Signature: Jeffery J. Owen

Name: Jeffery J. Owen

Title: Business Manager

Date: 11/24/10

Roofers Local 54

Signature:

Name:

Title:

Date:

Sprinkler Fitters Local 699

Signature:

Name:

Title:

Date:

Sheet Metal Workers Local 66

Signature:

Name:

Title:

Date:

Teamsters Local 174

Signature:

Name:

Title:

Date:

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